

**SOLICITATION, OFFER,
AND AWARD**

(Construction, Alteration, or Repair)

SOLICITATION NO.

2005-4431-POP

☐ SEALED BID (IFB)

☐ NEGOTIATED (RFP)

9/29/2005

1

IMPORTANT -- The "offer" section on the reverse

for.

4. CONTRACT NO.

50-4431-5-2900

5. REQUISITION/PURCHASE REQUEST NO.

5-6404-801-0029

6. PROJECT NO.

7. ISSUED BY

CODE

8. ADDRESS OFFER TO

USDA, ARS, Mid South Area
Procurement Assistance Office
P. O. Box 225
141 Experiment Station Road
Stoneville, MS 38776-0225

Reflectech, Inc.
ATTN: Larry Williamson
100 A Street, Suite A
Picayune, MS 39466

9. FOR INFORMATION
CALL:

A. NAME

TERRY A. KRUTZ

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
(662) 686 - 5361

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

FURNISH ALL LABOR, MATERIALS, SUPERVISION, SUPPLIES AND EQUIPMENT NECESSARY TO REPAIR VARIOUS BUILDINGS DAMAGED BY HURRICANE KATRINA AT THE USDA, ARS, SMALL FRUIT RESEARCH UNIT, POPLARVILLE, MISSISSIPPI.

11. The Contractor shall begin performance within 15 calendar days and complete it within 120 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour, local time _____ (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, ☒ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Reflectech, Inc.
100 Street A, Suite A
Piscataway, MS 39466

DUNS #878106943

CODE

FACILITY CODE

15. TELEPHONE NO. (Include area code)

(801) 798 - 4969

16. REMITTANCE ADDRESS (Include only if different than item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in item 131). Failure to insert any number means the offeror accepts the minimum in item 131.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

FURNISH ALL LABOR, MATERIALS, SUPERVISION, SUPPLIES AND EQUIPMENT NECESSARY TO REPAIR VARIOUS BUILDINGS DAMAGED BY HURRICANE KATRINA AT THE USDA, ARS, SMALL FRUIT RESEARCH UNIT, POPLARVILLE, MISSISSIPPI.

22. AMOUNT

\$ 150,950.00

23. ACCOUNTING AND APPROPRIATION DATA

5016404801

(BOC 3230)

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) ()

☒ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

USDA, ARS, Mid South Area
Procurement Assistance Office
P. O. Box 225
Stoneville, MS 38776-0225

27. PAYMENT WILL BE MADE BY

USDA, ARS, Mid South Area
Procurement Assistance Office
P. O. Box 225, 141 Experiment Station Road
Stoneville, MS 38776-0225

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

LARRY R. WILLIAMSON - V.P.

31A. NAME OF CONTRACTING OFFICER (Type or print)

TERRY A. KRUTZ

30B. SIGNATURE

30C. DATE

Sep. 30, 05

31B. UNITED STATES OF AMERICA

31C. AWARD
DATE

9/29/2005

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 SCOPE OF THE CONTRACT**

Furnish all labor, materials, equipment, supplies, transportation, and supervision for the completion of the following in accordance with the clauses, specifications, drawings, attachments, and other terms and conditions set forth herein:

(a) Repair various buildings (greenhouse/ sheds / storage facilities / laboratories / office space) due to damage caused by Hurricane Katrina at the USDA, ARS, Small Fruit Research Unit, Poplarville, Mississippi.

B.2 SCHEDULE OF ITEMS

*In order to be considered responsive, a bidder must bid on all items

<u>Item No.</u>	<u>Description</u>	<u>Price/Cost</u>
	<u>BASE BID</u>	
01	All work indicated in Section B. and in the Specifications and Drawings	\$ 150,950.00

PERFORMANCE SCHEDULE: Item No. Calendar Days
All 120

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

**C.1 STATEMENT OF WORK/SPECIFICATIONS
(AGAR 452.211-72) (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

**C.2 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS
(AGAR 452.211-73) (FEB 1988)**

The attachment to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 CLAUSES INCORPORATED BY REFERENCE
(FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> and <http://www.usda.gov/da/procure/agar>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.246-12	AUG 1996	INSPECTION OF CONSTRUCTION
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION

**E.2 INSPECTION AND ACCEPTANCE
(AGAR 452.246-70) (FEB 1988)**

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA, ARS
Small Fruit Research Unit
306 South High Street
Poplarville, Mississippi 39470

E.3 FINAL INSPECTION

(a) A final inspection shall be made only when all the materials have been furnished, all work has been performed, and all construction provided for by the contract is accordance with the terms has been completed. If, upon examination by the Contracting Officer and/or Government inspection personnel, the project is determined not sufficiently complete to have warranted a final inspection, the Contractor may be charged with any additional cost of re-inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.

(b) The Contractor shall give the Contracting Officer ten (10) calendar days advance notice, in writing, of the date the work will be fully completed and ready for final inspection.

(c) The Contractor's request for final inspections shall include the following items: As-built drawings, operations manuals and instruction for equipment, keys, guarantees and warranty schedule and contacts, and certificates of inspection,.

(d) If all construction required by the contract is found complete and all contract requisites (i.e., as applicable, payroll, release of claims, final payment requests, etc.) submitted, the Contracting Officer shall notify the Contractor of such acceptance in writing. The Contracting Officer will inform the Contractor, in writing, of any discrepancies and/or omissions noted at the final inspection and the time allowable as to replacement of material and performance or reperformance of any unsatisfactory work necessary for final acceptance in writing as soon thereafter as practicable. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's right under any warranty or guarantee.

E.4 FINAL ACCEPTANCE

Upon written notification that all deficiencies identified during the final inspection have been corrected, the Contracting Officer will schedule a final inspection of work. If all construction required by the contract is found completed and all contract requisitions (i.e., payroll documents, final payments requests, release from claims, etc.) submitted the Contracting Officer shall notify the Contractor of such acceptance in writing. Written acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Government's right under any warranty or guarantee.

E.5 WARRANTY

The Contractor shall provide a 1 year warranty on all construction and its related equipment, and systems of components, etc. Warranties for a period of more than 1 year shall be limited to those items for which warranties are customary in the trade and shall be substantially similar to and not in excess of the customary trade warranty. Warranty documentation will be provided to the Government by the Contractor prior to the acceptance of the project.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 CLAUSES INCORPORATED BY REFERENCE
(52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov/far/current/html.toc.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.242-14	APR 1984	SUSPENSION OF WORK

**F.2 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK
(FAR 52.211-10) (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 15 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 120 days after receipt of the notice to proceed. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed within 15 days after award. The completion date will be extended by the number of calendar day after the above date the Contractor received the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 AUTHORIZED CONTRACTING OFFICERS

The Contracting Officers that may issue Task Orders under the master IQC contract are those with Contracting Officer authority within ARS unless otherwise specified.

G.2 CONTRACT ADMINISTRATION DEFINITIONS

The contract (task orders) will be formally administered through the structure explained below. The delegation of authorities and responsibilities will be in accordance with ARS directives on acquisition responsibilities and authorities as outlined below.

o **Contracting Officer (CO)** - The individual with delegated authority to enter into, administer, and terminate the contract, and the only individual authorized to change the terms of the contract (scope, time, cost, etc.) The individual signing this contract for the Government is the Contracting Officer for the base contract. The individuals with delegated authority to enter and administer task orders under the base contract are also Contracting Officers.

The CO should be informed as soon as possible of any actions or inactions by the contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly.

o **Contracting Officer's Representative (COR)/Engineering Project Manager (EPM)** - Will be identified for each task order and the principal technical authority for individual task orders. The contractor will be notified by letter of the name and duties of the COR. Although a close relationship must exist between the contractor and the COR/EPM, including users of the particular facility, the COR/EPM will provide technical direction.

The COR/EPM is directly responsible for monitoring the progress of work on individual task orders and providing liaison for the contractor with the using agency, PPM, and other personnel that may have direct impact on the proper development of the work. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Offerer prior to completion of the contract.

o **Program Project Manager** - Principal program authority in matters relating to the research program functional requirement.

Program Manager - Fund holder for the project having overall responsibility on program and financial issues.

G.3 CONTRACT CLOSEOUT

(a) Closeout Procedures:

(1) Comply with provisions in conditions of Solicitation/Contract Agreement relating to submittals prior to substantial completion, or Owner's use of completed portions of work.

(2) Provide submittals required by governing authorities.

(b) Cleaning:

(1) Execute cleaning during progress of work and at completion of work.

(2) Reference other specification sections for additional specific work.

(3) Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.

(4) At completion of work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials:

(a) Clean all sight-exposed surfaces.

(b) Leave project clean and ready for occupancy or use.

(c) All concrete floors and stairwells are to be broom clean.

(5) Areas disturbed during construction operations shall be restored generally to match conditions existing prior to start of work.

(c) Project Record Drawings:

(1) Maintain documents in clean, dry, legible condition.

(2) Make documents available at all times for inspection by COR, C.O. and other individuals as may be designated by the C.O.

(3) Label each document "Project Record".

(4) Keep record documents current.

(5) Do not conceal work until required information has been recorded.

(6) At completion of work, and before final acceptance, submit as-built drawings in accordance with special contract requirements.

(d) Operating and Maintenance Manuals

(1) System Demonstration

(a) Prior to final inspection demonstrate operation of each system to the COR, C.O. and other individuals as may be designated by the C.O.

(b) Instruct designated Government personnel in operation, adjustment, and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

(2) Warranties and Bonds

(a) Submit warranties and maintenance bonds prior to final application for payment.

(1) Submit within ten days after date of substantial completion.

For items of work delayed materially beyond date of substantial completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period

G.4 AS-BUILT DRAWINGS

On completion of work, one set of paper specifications and one print and one plastic reproducible of each of the contract drawings accompanying those specifications shall be neatly and clearly marked in red to show all variations between the construction actually provided and that indicated or specified and delivered to the C.O. Where a choice of materials and/or methods is permitted, the as-built drawings shall define the construction actually provided. Representation of such variation shall conform to standard drafting practice and include such supplementary notes, legends and details as may be necessary. Contractor shall stamp the term RECORD DOCUMENTS, date and sign all plastic reproducibles, drawings and volumes of marked specifications. Legibility and clear portrayal of the as-built construction and marked prints shall be subject to approval by the Contracting Officer with the recommended approval of the Engineering Project Manager (EPM).

G.5 RELEASE FROM CLAIMS

The Contractor shall furnish a statement of release of all claims against the Government arising under and by virtue of the contract with each invoice. The Contractor shall complete and submit, on company letterhead, the following statement with each invoice:

"For and in consideration of the receipt of payment in the amount of \$_____ under and pursuant to Contract No. _____ the undersigned hereby releases the Government from any and all obligations whatsoever arising under said contract.

Date _____

Contractor's Signature _____

Title _____

G.6 FORMAT AND INFORMATION REQUIRED FOR ALL CHANGE ORDERS

The provisions of the Changes Clause (FAR 52.243-4), is supplemented as follows:

(a) The contractor shall provide an itemized breakdown or take-off for all charges involving an increase or decrease greater than \$2,500 in the contract price. The proposal shall be in sufficient detail that will enable the Government to determine the reasonableness of the contractor's and subcontractor's cost to do the change. As a minimum, the following shall be shown:

- (1) Material quantities and unit prices;
- (2) Labor costs (broken down by trades, hours worked, and hourly rate);
- (3) Labor burden (Fringe Benefits, Workmen's Compensation, and Public Liability Insurance);
- (4) Overhead;
- (5) Profit;
- (6) FICA, and FUTA employment taxes; and
- (7) Sales tax (if any).

(b) On proposals offering a credit for work omitted, deductions for overhead and profit shall also be shown.

(c) If the proposed change will result in an increase or decrease in the contract performance period, the contractor shall state the exact number of days involved. If the proposed change is approved and the Government agrees with the increase or decrease in completion time, the completion date will become a part of the contract modification.

(d) Following (G.13) is a sample summary sheet format. A similar sheet shall accompany each written detailed cost breakdown. The sample summary is self-explanatory and clearly shows the method for computing overhead, profit and other items on proposed changes.

SUMMARY SHEET FORMAT FOR ALL CHANGE ORDERS

DATE: _____

PROJECT _____

LOCATION _____

CONTRACT NUMBER _____

CONTRACTOR _____

CHANGE ORDER NO.	DESCRIPTION
-------------------------	--------------------

PRIME CONTRACTOR'S WORK

Direct Materials \$ _____
 2. Sales Tax on Materials __% of Line Item 1 \$ _____
 3. Direct Labor \$ _____
 4. Fringe Benefits, Labor Taxes &
 Insurance (__%) of Line 3: \$ _____
 5. Rental Equipment \$ _____
 6. State Sales Tax - Rental Equipment
 ____% of Item 1 \$ _____

 SUBTOTAL \$ _____

7. Overhead __% of Subtotal (Lines 1-6) \$ _____

(SEE FOLLOWING PAGE(S)) SUBTOTAL \$ _____

SUB-CONTRACTOR'S WORK

8. Direct Materials \$ _____
 9. Sales Tax on Materials __% of Line Item 1 \$ _____
 10. Direct Labor \$ _____
 11. Fringe Benefits, Labor Taxes &
 Insurance (__%) of Line 3 \$ _____
 12. Rental Equipment \$ _____
 13. State Sales Tax - Rental Equipment
 ____% of Item 1 \$ _____

 SUBTOTAL \$ _____

4. Overhead __% of Subtotal (Lines 8-13) \$ _____

SUBTOTAL \$ _____

15. Profit __% of Subtotal (Lines 8-14) \$ _____

SUBTOTAL \$ _____

SUMMARY

16. Total Prime Contractor's Work \$ _____
 17. Total Subcontractor's Work \$ _____

SUBTOTAL

18. Prime's Overhead on Subcontractor % \$ _____

SUBTOTAL \$ _____

19. Prime's Profit % \$ _____

SUBTOTAL \$ _____

20. Prime's Bond Premium % \$ _____

TOTAL: \$ _____

Estimated time extension (if any) and justification

(Signature and Title of Preparer)

Date

G.7 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (AGAR ADVISORY NO. 31)

(a) Contractor Performance Evaluations

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for Architect-Engineering). The final performance evaluations will be prepared at the time of completion of work.

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The Contractor can elect to review the evaluation and submit additional information or a rebuttal statement. The contractor will be permitted thirty days to respond. Contractor response is voluntary and is not mandatory. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision is final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

(b) Electronic Access to Contractor Performance Evaluations.

FAR 42.15 (or FAR 36.201 for construction, or FAR 36.604 for architect-engineering) require agencies to prepare interim and final evaluations of contractor performance. The U.S. Department of Agriculture utilizes the National Institutes of Health (NIH) Contractor Performance System (CPS) to record and maintain past performance information. The CPS module for architect-engineer contracts is not yet available, therefore the following information regarding electronic access does not apply to architect-engineer contracts.

Contractors that have Internet capability may access evaluations through a secure Web site for review and comment by completing the registration form that can be obtained at the following URL: http://ocm.od.nih.gov/cdmp/cps_contractor.htm.

Additional information relating to the Contractor Module of the NIH CPS is available on the USDA Procurement Home Page at <http://www.usda.gov/procurement>. Click on Acquisition Toolkit, then click on FAQ under the NIH Contractor Performance System (CPS). The contractor registration form can also be accessed from this site.

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify a secondary contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time period. Once the contractor is registered and a performance evaluation has been prepared and is ready for comment, the CPS will send an email to the contractor representative notifying that individual that a performance evaluation is electronically available for review and comment.

G.8 INVOICES (APR 1984)

(a) Invoices shall be submitted in an original and two copies to the Government office designated in the Contract to receive invoices. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date;
- (2) Contract Number, or other authorization for delivery of property or performance of services;
- (3) Description, price, and services actually delivered or rendered;
- (4) Payment terms;

(5) Name (where practicable), phone number, and complete mailing address of responsible official to whom payment is to be sent.

(b) All invoices shall be submitted to the designated COR for certification. Mail copies to

USDA, ARS, Mid South Area
Procurement Assistance Office
P. O. Box 225
Stoneville, MS 38776-0225

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 Differing Site Conditions (FAR 52.236-2)(Apr 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

H.2 Site Investigation and Conditions Affecting the Work (FAR 52.236-3)(Apr 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

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(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

H.3 Material and Workmanship (FAR 52.236-5)(Apr 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

H.4 Superintendence by the Contractor (FAR 52.236-6)(Apr 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

H.5 Permits and Responsibilities (FAR52.236-7)(Nov 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

H.6 Other Contracts (FAR 52.236-8)(Apr 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

H.7 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (FAR 52.236-9)(Apr 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

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H.8 Operations and Storage Areas (FAR 52.236-10)(Apr 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (*e.g.*, storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

H.9 Use and Possession Prior to Completion (FAR 52.236-11)(Apr 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

H.10 Cleaning Up (FAR 52.236-12)(Apr 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

H.11 Accident Prevention (FAR 52.236-13)(Nov 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

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(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

H.12 Availability and Use of Utility Services (FAR 52.236-14)(Apr 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

H.13 Schedules for Construction Contracts (FAR 52.236-15)(Apr 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

H.14 Layout of Work (FAR 52.236-17)(Apr 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

H.15 Specifications and Drawings for Construction (FAR 52.236-21)(Feb 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed," "required," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the "direction," "requirement," "order," "designation," or "prescription," of the Contracting Officer is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean "approved by," or "acceptable to," or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place,” that is “furnished and installed.”

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (*i.e.*, fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) of this clause.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

POST-AWARD CONFERENCE AGAR 452.215-73 (NOV 1996)

A post award conference with the successful offeror is required. It will be scheduled and held within 21 days after the date of contract and/or task order award. The conference will be held at the place designated by the Contracting Officer.

CONSTRUCTION PROGRESS AND PAYMENT SCHEDULES

(a) Within 15 days after the date of receipt of award, for each task order, the contractor shall prepare and submit to the Contracting Officer for approval, the original copy of ARS Form 371, Construction Progress and Payment Schedule. This form will serve as a Schedule of Estimates, Progress Schedule, and when used with ARS Form 372, it will be the basis for Requests for Partial Payment. The values employed in making the schedule will be used only for determining partial payments and will not be considered as establishing a basis for additions to or deductions from the contract. A copy of the approved schedule will be returned to the contractor.

(b) Samples of both ARS Forms 371 and 372 are available upon request. A supply of these forms together with instruction for completion of ARS Form 371 will be mailed to the contractor with the Notice of Award.

(c) ARS Form 371 is required even though progress or partial payments are not requested

(d) The need by an offeror for partial or progress payments, when authorized in the payment provisions of this request for proposal (RFP), will not be treated as a handicap in making the award.

INSURANCE COVERAGE AGAR 452.228-71 (NOV 1996) ALT. I (NOV 1996)

Pursuant to FAR clause 52.228-5, Insurance-Work on a Government Installation, the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

(a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability

(1) The Contractor shall have bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence.

(2) The Contractor shall have property damage liability insurance shall be required in the amount of 1,000,000 per occurrence.

(c) Automobile Liability. The Contractor shall have automobile liability insurance written on a comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage or loss.

(d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger injury. Coverage for passenger injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.19 PROHIBITION AGAINST THE USE OF LEAD-BASED PAINT AGAR 452.236-71 (NOV 1996)

Neither the Contractor nor any subcontractor performing under this contract shall use paints containing more than 0.06 of 1 percent lead by weight (calculated as lead metal) in the total nonvolatile content of the paint, or the equivalent measure of lead in the dried film of paint already applied, or both.

H.20 USE OF PREMISES AGAR 452.236-72 (NOV 1996)

(a) Before any camp, quarry, borrow pit, storage, detour, or bypass site, other than shown on the drawings, is opened or operated on USDA land or lands administered by the USDA, the contractor shall obtain written permission from the Contracting Officer. A camp is interpreted to include a camp site or trailer parking area of any employee working on the project for the Contractor.

(b) Unless excepted elsewhere in the contract, the Contractor shall (i) provide and maintain sanitation facilities for the workforce at the site and (ii) dispose of solid waste in accordance with applicable Federal, State and local regulations.

(c) Mechanized equipment shall not be operated in flowing streams without written approval by the Contracting Officer.

H.21 MAXIMUM WORKWEEK – CONSTRUCTION SCHEDULE AGAR 452.236-75 (NOV 1996)

Within 10 days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

(a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and

(b) The hours (including the daily starting and stopping time) and days of the week the Contractor proposes to carry out the work. The maximum workweek that will be approved is as follows:

(1) **WORKWEEK - REGULAR HOURS:** The maximum regular workweek that will be approved is Monday through Friday, 7 a.m. - 5 p.m., not to exceed 40 hours per week (The beginning time and ending time may vary per location). The contractor's proposed hours of work are to include daily starting and stopping times.

(2) Listed below are official Government holidays

New year's Day	January 1*
Martin L. King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4*
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11*
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25*
Inauguration Day	January 20* (for Washington D.C. Metropolitan Area (WDCMA))

If a Sunday, the next succeeding day is selected.

*In accordance with Federal regulations, if these holidays fall on a Saturday, the holiday will be observed on Friday, if Sunday, holiday will be observed on Monday.

(3) The contractor will be required to follow Government procedures for any unscheduled shut down of the Government installation due to weather conditions, security, Government identified emergency health and safety evacuation, etc.

(a) **SEVERE WEATHER WARNING REQUIREMENTS:** When a severe weather warning has been issued for the area in which construction is being performed, the contractor shall immediately take action to tie down, or otherwise secure structures, materials, and equipment on the job site that could become airborne as a result of strong winds, thunderstorms, rain or other weather-related conditions, including protection from extreme or extended periods of cold or heat. These requirements are applicable 24 hours a day, 7 days a week.

(b) **WORK OUTSIDE REGULAR HOURS:** If the contractor desires to work outside regular hours, or on Saturday, Sunday, or Federal legal holidays, he shall submit a written request to the CO/COR 5 working days in advance to allow ample time for approval or disapproval and to enable satisfactory arrangements to be made for security, safety, and inspecting the work progress.

In cases where the contractor receives approval to work outside of normal working hours for his convenience, cost incurred by the contractor for overtime and additional cost incurred by the Government for services including inspection costs shall be borne by the contractor.

H.22 SAMPLES AND CERTIFICATES AGAR 452.236-76 (FEB 1988)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance with materials and construction specified in the contract performance requirements. Samples shall be submitted in duplicate by the Contractor, except as otherwise specified, to show compliance with the contract requirements. Materials or equipment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

H.23 COOPERATION WITH OTHER CONTRACTORS

During the period of construction for the work covered by this contract, other contractors performing work for the Government may be operating concurrently at the site. To minimize interference and delay to the construction progress of all concerned, all contractors shall cooperate with each other and coordinate their construction operations to the fullest extent. As far as practicable, all contractors performing work for the Government at the site shall have equal rights to the use of all referenced facilities. In a dispute regarding the use of such facilities, the matter shall be referred to the Contracting Officer.

WAGE DETERMINATION

In the performance of any task order issued under this Contract, the Contractor shall comply with the requirements of the applicable U.S. Department of Labor General Wage Decision Numbers, including all modifications (see Section J, Attachment II.) and any updates.

UTILITY OUTAGE

Any interruption of utilities or services that would interfere with the operation of the facility will be permitted only on weekends between the hours of 5:00 p.m. Friday to 12 midnight Sunday. The Contracting Officer may permit interruptions at other times. Any utilities or service connections made at other than normal working hours will be at no additional cost to the Government. Permission to make such an interruption shall be requested in writing to the Contracting Officer, at least 2 days prior to the day of interruption. Failure by the Contractor to comply with this requirement will cause the Contractor to be subject to liability for actual damages.

H.26 SUBMITTALS AND SHOP DRAWINGS

- (a) The Contractor shall submit for approval, shop drawings, in quadruplicate, of all manufactured products required in the construction for which such drawings are hereinafter required. When approved, one set will be retained; one set forwarded to the Government representative on the job and two sets forwarded to the Contractor. When changes or corrections are necessary, two sets will be returned to the Contractor with such corrections noted thereon, and he shall resubmit revised prints.
- (b) Shop drawings shall be marked with the contract number and Work Order Number, project description, name of the Contractor, and accompanied by a letter of transmittal. If the shop drawings show variations from the contract requirements because of standard shop practice or other reason, the Contractor shall make specific mention of such variations in his letter of transmittal.
- (c) Approval of shop drawings will be general and will not relieve the Contractor from the responsibility of furnishing material and work required by the contract.
- (d) Shop drawings shall be submitted for approval in ample time to permit checking of the drawings, allow the Contractor to make any corrections and resubmit drawings prior to the time construction is started on work covered by an drawings.

(e) Nonapproval of equipment due to failure to meet specifications, or nonapproval of the Contractor's drawings due to submission of incomplete or incorrect information cannot be considered as a basis for extension of time for completion of the contract.

(f) The quantity of shop drawings required are subject to change. This will occur only when the Government is under contract with an A-E firm to approve shop drawings. In this respect, A-E will coordinate final quantity required between all interested parties.

H.27 KEY PERSONNEL AGAR 452.237-74 (FEB 1988) (DEVIATION)

(a) The Contractor shall assign to this contract the following key personnel, as applicable / necessary for the successful performance of the required work:

Project Manager:

QA Manager:

Foreman/Lead Persons:

Field Superintendent:

Project Inspectors:

Health & Safety Inspection

The contractor will be required to provide a listing of key personnel for each task order issued, if other than those listed above.

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

H.28 PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall ensure that the property damage liability insurance policy (or rider) required by FAR 52.228-5, Insurance - Work on a Government Installation, is in full compliance with all the terms and conditions of this contract. The policy shall not contain any exclusions or exceptions that would limit or adversely affect the Government's rights and remedies under any other clause in this contract or other Federal regulation or law. Should there be any exclusions or exceptions contained in the policy that limits or adversely affects the Government's rights, the Contractor shall be responsible for the full amount of any damages that occur to the immediate facilities, adjacent facilities/property, and other Government property under the control of the Contractor due to fraud, negligence, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes and laws. The Contractor shall have full responsibility and is liable for these facilities and properties until the Government has accepted the contract as being completed in full and a release from claims has been received from the Contractor.

For those areas where the Government has taken "beneficial occupancy" prior to completion and acceptance of the whole contract, the contractor shall not be responsible for those specific areas under Government control, except in such instances where damage occurs to those areas as a result of negligence, fraud, vandalism, willful misconduct, or violation of Federal, state, or local safety regulations, building codes, or laws in those areas under the control of the Contractor.

This liability and responsibility includes the activities of all the Contractor's personnel, their subcontractors and suppliers.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****.1 CLAUSES INCORPORATED BY REFERENCE****(52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.gsa.gov/far/current/html.toc.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUN 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT OF IMPROPER OR ILLEGAL ACTIVITY
52.203-1	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-12	JUN 2003	LIMITATIONS ON PAYMENT TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.214-4	OCT 2003	CONTRACT TERMS AND CONDITIONS
52.214-29	JAN 1986	ORDER OF PRECEDENCE - SEALED BIDDING
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-7	FEB 1988	WITHHOLDING OF FUNDS
52.222-8	FEB 1988	PAYROLLS AND BASIC RECORDS
52.222-9	FEB 1988	APPRENTICES AND TRAINEES
52.222-10	FEB 1988	COMPLIANCE WITH COPELAND ACT REQUIREMENTS
52.222-11	FEB 1988	SUBCONTRACTS (LABOR STANDARDS)

52.222-12	FEB 1988	CONTRACT TERMINATION - DEBARMENT
52.222-13	FEB 1988	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS
52.222-14	FEB 1988	DISPUTES CONCERNING LABOR STANDARDS
52.222-15	FEB 1988	CERTIFICATION OF ELIGIBILITY
51.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-27	FEB 1999	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION
52.222-35	DEC 2001	AFFIRMATIVE ACTION , EQUAL OPPORTUNITY FOR DISABLED, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-4	APR 1984	PATENT INDEMNITY - CONSTRUCTION CONTRACTS
52.228-2	OCT 1997	ADDITIONAL BOND SECURITY
52.228-5	JAN 1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
52.228-11	FEB 1992	PLEDGES OF ASSETS
52.228-12	OCT 1995	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS
52.228-14	DEC 1999	IRREVOCABLE LETTER OF CREDIT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-5	SEP 2002	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-27	OCT 2003	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES - ALT I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.236-2	APR 1984	DIFFERING SITE CONDITIONS
52.236-3	APR 1984	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK
52.242-13	JUL 1995	BANKRUPTCY
52.243-4	AUG 1987	CHANGES
52.243-5	APR 1984	CHANGES AND CHANGED CONDITIONS

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52.249-1	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SHORT FORM)
52.246-21	MAR 1994	WARRANTY OF CONSTRUCTION
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-10	APR 1984	DEFAULT
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document. (g)(1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see

FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 BUY AMERICAN ACT - CONSTRUCTION MATERIALS (FAR 52.225-9) (JAN 2005)

(a) Definitions. As used in this clause -

Component means any article, material, or supply incorporated directly into construction materials

Construction material means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means –

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued) or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

Domestic construction material means –

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material

United States means the 50 States and the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: NONE

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent.

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including –

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a complete price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers;

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit Price	Quality	Price (Dollars)*
Item 1			
Foreign Construction Material			
Domestic Construction Material			
Item 2			
Foreign Construction Material			
Domestic Construction Material			

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

I.4 PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION
(FAR 52.228-15) (JUL 2000)

(a) Definitions. As used in this clause –

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award..

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds

or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

**I.5 REIMBURSEMENT FOR BOND PREMIUMS - FIXED-PRICE CONSTRUCTION
CONTRACTS (AGAR 452.232-70) (NOV 1996)**

The Contract Price includes the total amount for premiums that the Contractor attributes to the furnishing of performance and payment bonds required by the contract. Reimbursement for bond premiums under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contract, shall not cover any amount therefore not included in the contract price.